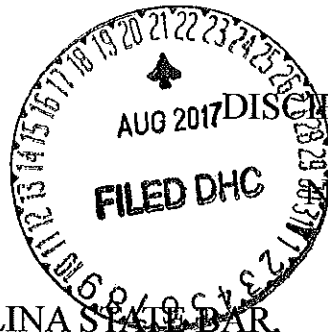


NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
17-DHC-14

THE NORTH CAROLINA STATE BAR,)
Plaintiff)

v.)

ANSWER)

JOHNNY S. GASKINS,)
Defendant)

NOW COMES the defendant Johnny S. Gaskins and hereby responds to the
allegations of the complaint as follows:

FIRST AFFIRMATIVE DEFENSE
Satisfaction and Accord, Payment, and Release

PART I

INTRODUCTION

1. The complainant Robert M. Sullivan (hereinafter referred to as Sullivan) received his personal injury settlement in cash. He signed a release, confidential settlement agreement, and receipt for his payment. The historical relationship of the defendant and Sullivan is important to understand why he wanted to receive his settlement in cash rather in the form of a check.

PART II

BACKGROUND

1. The defendant began his career as a Special Agent with the North Carolina State Bureau of Investigation (hereinafter referred to as SBI) on September 1, 1972. He attended the 1972 Criminal Justice Academy in Raleigh. He was then assigned to investigate serious criminal activity in the Capital District

which encompassed Wake, Franklin, Johnston, Chatham, Granville, Vance, and Warren Counties.

2. The defendant was quickly indoctrinated into the criminal activities of The Dixie Mafia. They were a loose knit but, nevertheless, relatively well organized group of criminals who were active throughout North Carolina and most of the Southern states. They were involved in drug smuggling, financial crimes, home invasions, armed robberies, and homicides. Their members were adamant that none of their own criminal associates were allowed to become "informants" against other members of The Dixie Mafia. The penalty for doing so was death.

3. The criminal activity of The Dixie Mafia had increased in North Carolina by the time that the defendant began his career. Violence had become very much a part of their culture. One of the defendant's first significant assignments as an SBI agent began on or about January 11, 1973.

4. Three people were found murdered in the "Tivoli Garden Apartments" in Raleigh. The three victims were identified as Michael Allen Collins (hereinafter referred to as Collins), Grover Shepherd Broadwell (hereinafter referred to as Broadwell), and Della Francis Murray (hereinafter referred to as Murray). Duct tape had been wrapped securely around their heads. They had all suffocated. The media referred to the case as "The Mummy Murders."

5. The target of the homicides was quickly determined to be Collins. He was an informant who had agreed to testify against Claude Vance Cooley (hereinafter referred to as Cooley) in an armed robbery trial in Franklin County. Cooley was the *de fact* leader of The Dixie Mafia in North Carolina.

6. Cooley lived in the small town of Youngsville in Franklin County and operated his organization from a mobile home park that he owned there. It was immediately apparent to the SBI that Cooley was either directly involved in the homicides or had arranged for someone else to commit them on his behalf.

7. The Raleigh Police Department had jurisdiction to investigate the homicides since they occurred in the Raleigh. They requested the assistance of the SBI because the investigation involved multiple jurisdictions. The Franklin County Sheriff's Department was, however, excluded from the investigation because officers there were themselves close associates of many members of The Dixie Mafia and provided them with information for financial reasons, or simply out of long standing friendships.

8. Both Raleigh Police Detectives and SBI agents began contacting their informants to obtain information about the homicides. One of the potential suspects was identified as Bobby Lee Mills (hereinafter referred to as Mills). It appeared, however, that more than one person had committed the three homicides, and that if Mills was involved, that someone else had helped him.

9. Detectives from the Raleigh Police Department and SBI agents arranged to search the home where Mills lived in Youngsville on February 7, 1973 and found two hundred pounds of marijuana hidden in a shed there. There was also a large amount of methamphetamine found during the search. Mills was arrested but initially denied any knowledge of the homicides.

10. Mills subsequently became an informant for the defendant, and continued to provide him with confidential information during the entire period of time that the defendant was an SBI agent. Mills eventually disclosed confidential information as an informant in which he identified a man whom he knew only as Ernie as the person who had committed the homicides at the request of Cooley. Mills contended that he himself had not participated in the homicides.

11. Raleigh police officers, SBI agents, and deputies with the Wake County Sheriff Department who had also joined the investigation decided that it was necessary to infiltrate Cooley and The Dixie Mafia if they were ever going to determine who had actually committed the homicides at the "Tivoli Garden Apartments."

12. They were also aware that it would not be possible to introduce an undercover agent into Cooley's organization. Members of The Dixie Mafia dealt only with criminal associates whom they knew well and with whom they had long standing relationships. They would not accept any new associates into their organization unless they had proven that they themselves were capable of committing serious crimes.

13. SBI agents and other police officers involved in the investigation decided that they would concentrate on developing other confidential informants who were already members of The Dixie Mafia and who were close associates with Cooley. They already knew the identity of many of those individuals with whom Cooley associated. They began aggressively investigating these various different associates with the hope that they could leverage them and convert some of them into confidential informants.

14. The investigating officers knew that these individuals with The Dixie Mafia would not simply agree to become informants unless they were compelled to do so. The officers concentrated on developing criminal cases against particular individuals in an effort to compel them to cooperate as informants. They believed that the threat of criminal prosecution was more likely to convert these individuals into informants.

PART III

SULLIVAN BECAME A PAID INFORMANT

1. Sullivan was one of the individuals whom the officers identified as being a close associate with Cooley. Sullivan was ultimately apprehended by the defendant and officers of the Wake County Sheriff Department while he was transporting a large amount of marijuana for Cooley. The information that led to his apprehension came from an informant that was working for the Wake County Sheriff Department. Sullivan had been transporting marijuana for Cooley for a substantial period of time according to this informant.

2. Sullivan offered to cooperate against Cooley on the condition that the information that he provided remain strictly confidential and that he not be arrested for transporting the marijuana with which he was caught. He realized that Cooley would become suspicious of him if he was arrested and subsequently received leniency. This would have indicated that he had cooperated with the authorities if he was not aggressively prosecuted. The defendant agreed to utilize Sullivan as an informant on these terms.

3. Sullivan was afraid that he too would be killed if Cooley found out that he had become an informant. So the defendant agreed that the information that he provided to them would remain strictly confidential if it substantially assisted him in the investigation of Cooley and "The Mummy Murders." Sullivan would, however, be arrested and prosecuted if he did not provide substantial assistance.

4. The defendant insisted that Sullivan had to be truthful and forthcoming with the information that he possessed. He would not be allowed to withhold information from him. Sullivan assured the defendant that he possessed valuable information about Cooley. He thereafter worked as a confidential informant for about two years while the investigation of Cooley and "The Mummy Murders" continued.

5. Sullivan was assigned a confidential informant number which was unique to him. His identity was protected from Cooley and anyone else who might disclose it to Cooley. His true identity was shared only with the defendant and his immediate supervisor. The defendant was aware that Sullivan was in serious danger if Cooley discovered that he was an informant, and his identity was diligently protected.

6. The defendant agreed that he would not arrest or prosecute Sullivan if he was actually able to provide valuable information about Cooley, The Dixie Mafia, and "The Mummy Murders." The defendant further agreed to pay Sullivan in cash on a regular basis for the information that he provided. The cash that he was paid came from the SBI confidential informant fund. Sullivan received substantial amounts of cash compensation during the time that he worked for the defendant as an informant.

7. Sullivan disclosed to the defendant that he had information that Claude Vance Cooley, Bobby Lee Mills, David Closs Winstead, and another man whom Sullivan knew at that time only by the first name of Ernie had met to discuss killing Collins. He knew Ernie well but did not know his last name. He disclosed that Cooley wanted to hire Mills and Ernie to kill Collins in order to prevent Collins from testifying against him in the Franklin County trial.

8. Cooley did not, however, believe that it would be easy to kill Collins because he was a very cautious man. Both Mills and Ernie also knew Collins personally, however, and believed they could kill Collins for Cooley if they were adequately compensated.

9. Sullivan disclosed that Cooley wanted Mills and Ernie to lure Collins to a private location in order to kill him. Sullivan also disclosed that Cooley had told Mills and Ernie that they would have to convince Collins that he was himself participating in the robbery of someone with a substantial amount of cash, otherwise, he would not agree to meet with them. Cooley knew a car dealer who carried a lot of cash. The car dealer was Broadwell and Collins also knew him.

10. Sullivan disclosed that Ernie could lure Collins and Broadwell to the apartment where Broadwell lived at "Tivoli Garden Apartments." Mills would be waiting for Collins and Broadwell inside of the apartment when Ernie arrived there with Collins and Broadwell. Collins would be led to believe that someone would

be waiting at the apartment to rob Broadwell. They would set it up to appear that Collins was also being robbed along with Broadwell.

11. Mills and Ernie were actually supposed to kill Collins, Broadwell, and Murray once they arrived at the apartment. They wanted to eliminate Collins as a witness against Cooley, and did not want to leave any witnesses against either them or Cooley. Each of the three bodies were found in a different room in the apartment. The cover of a detective magazine with a story entitled "Kill One, Kill Two, Kill Three!" on it was found secured to the wall of the apartment. See Exhibit A. This indicated that the perpetrators knew that all three victims would be coming to the apartment together.

12. The defendant was already aware from the prior investigation of the homicides that Collins, Broadwell, Murray, and another unidentified man had met for dinner at Neptune's Galley Restaurant in Raleigh before the homicides were discovered. The group left to go to Broadwell's apartment and their bodies were subsequently discovered a few days later. It appeared from the information provided by Sullivan that the unidentified man who had been seen with Collins that night was the man he knew by the first name of Ernie.

13. The defendant then assigned Sullivan the task of helping him to determine Ernie's actual identity and locating Ernie. Sullivan had a lot of contacts within The Dixie Mafia, and was ultimately able to provide the defendant with information that allowed him to identify Ernie as Ernest Lee Linton, but locating Linton proved to be difficult. Sullivan was able to provide different locations where Linton might be found, but he was never found at any of these locations despite efforts to locate him.

14. Sullivan was paid cash on a regular basis for the information that he provided to the defendant in his efforts to identify and locate Linton. The amount of cash that he was ultimately paid was substantial and the defendant believed it to be a good investment. Sullivan had become accustomed to receiving cash from the defendant in exchange for his confidential information.

15. Neither the defendant nor any other law enforcement officers were, however, ever able to locate Linton during the time that the defendant served as an SBI agent. The defendant was told by other confidential informants that Linton had left North Carolina.

16. The defendant believed that he had identified the people who had committed "The Mummy Murders" with Sullivan's assistance and with other evidence that had been gathered during the investigation. He believed that with the information that he had accumulated that all of those persons who were involved in "The Mummy Murders" would ultimately be prosecuted for their crimes.

17. The defendant resigned from the SBI on September 1, 1976 in order to attend Campbell College School of Law. He graduated in May 1979. Many of the individuals with whom he had made contact in The Dixie Mafia subsequently started retaining him to represent them in other unrelated criminal matters once he became an attorney.

18. The defendant had been kind and considerate of the individuals with The Dixie Mafia whom he had met and/or arrested as an SBI agent. He had not been judgmental of any of them despite what they may or may not have done. He also did not arrest many of those who had committed non-violent criminal acts, but, instead, allowed them to become confidential informants since they had many contacts within The Dixie Mafia and could help solve more serious crimes.

19. Many of these individuals came to trust the defendant and sought his legal advice after he became an attorney. The defendant had also suggested that many others who had been arrested when he was an SBI agent receive leniency when they were sentenced. They respected him for his consideration of their legal problems, and it was because of this that many of them subsequently sought his legal representation once he became an attorney.

PART IV

PROSECUTION FOR "THE MUMMY MURDERS"

1. No one had been arrested in "The Mummy Murders" by the time that the defendant resigned from the SBI in 1976. Mills was, however, indicted for "The Mummy Murders" on November 4, 1981. See Exhibits B1-B3. Claude Vance Cooley and Ernest Lee Linton were named as unindicted co-conspirators along with Mills in a separate indictment. See Exhibit C. Mills contacted the defendant after he was indicted and asked the defendant to represent him.

2. The defendant could not represent Mills, however, because he had utilized Mills as a confidential informant during the investigation of "The Mummy Murders." It was necessary that the defendant testify on behalf of Mills at a pre-

trial hearing and, therefore, he had a conflict of interest in representing him at trial. Mills was represented by other counsel. Mills was subsequently tried and convicted of three counts of first degree murder and conspiracy to commit the murders along with Claude Vance Cooley and Ernest Lee Linton on March 16, 1982. See Exhibits D1-D4. Mills was sentenced to three consecutive life sentences. He died in prison in 2012.

3. Linton had previously retained the defendant to represent him in some unrelated criminal matters on or about August 1, 1980. See Exhibits E1-E3. The first time that the defendant had ever actually met Linton was when he was retained to represent him, but he recognized his name as soon as he was contacted by him.

4. Linton advised the defendant that Sullivan had referred him to the defendant on these unrelated criminal matters. Linton was never indicted in "The Mummy Murders." The defendant and Linton engaged in attorney-client privileged communications after Linton retained the defendant to represent him, and the defendant must honor the attorney-client relationship into which he entered with Linton and the privileged attorney-client communications which they have had.

5. The defendant has had intermittent contact with Linton through the intervening years concerning various legal issues. Their attorney-client relationship has continued. Linton is now 72 years old and is about to complete an unrelated prison sentence in Florida. Neither Cooley nor Linton were ever tried for "The Mummy Murders" despite the jury's verdict indicating that they had conspired with Mills to commit the murders.

6. Cooley was, however, tried for unrelated drug offenses in Wake County in 1979 and received an active prison sentence in the North Carolina Department of Corrections. He was subsequently tried in federal court for trafficking in cocaine and is currently serving life in prison at Butner Federal Correctional Institution. He is now 85 years old.

7. Sullivan and other individuals that the defendant had met during his years with the SBI continued to request his legal services and/or referred their friends and associates to him in order that he could provide them with his legal services. They always paid for his legal services with cash. This continued until approximately 1990 when the referrals slowed down.

8. The defendant was aware that all of these individuals who had been members of The Dixie Mafia during the time that "The Mummy Murders" occurred were growing older and that neither they nor their friends were likely any longer in need of the services of a criminal defense attorney. It was also about this same time that law enforcement officers dismantled The Dixie Mafia throughout North Carolina and the Southern states. Many of the leaders of The Dixie Mafia throughout the Southern states went to prison on various different charges.

PART V

PRESENTATION OF SULLIVAN

1. The defendant did not hear from Sullivan again until 2015. The defendant does not know what he had been doing in the intervening years. He contacted the defendant because he had been involved in a relatively minor automobile accident and had been treated at the emergency room. His injuries were not significant enough to require any follow-up treatment. The defendant advised him that he would represent him, and that he would obtain his medical records and evaluate his claim. They entered into a contingent attorney fee agreement.

2. The defendant negotiated Sullivan's claim with Metropolitan Life Insurance Company. They offered twenty-three thousand dollars (\$23,000.00) to settle it. The defendant advised Sullivan of their offer and that it would take approximately two years to litigate his claim if he chose to reject the offer. Sullivan advised the defendant that he was willing to accept the offer, but that he had to himself receive at least twenty thousand dollars (\$20,000.00) from the settlement proceeds.

3. The defendant told Sullivan that he could receive this amount from the settlement only if the defendant agreed to waive his attorney fees since there was a Medicare lien that also had to be paid and a small towing fee was still due. The defendant subsequently agreed to waive his attorney fees in order that Sullivan could receive the amount of money that he wanted to receive. The defendant did not believe that it was feasible to continue to litigate the claim for two more years and then end up with no greater recovery than what had already been offered to settle the claim.

4. Sullivan also advised the defendant that they had to agree that his son Larry could not be told that he had settled his claim for any amount. The defendant knew his son personally and was aware that he does not work but lives on a

disability check. The defendant was also aware that his son constantly requests money from his father and his other friends. Sullivan did not want his son Larry to get any of his settlement proceeds.

5. The defendant called Sullivan when the settlement check arrived and told him that it was made out to him and his wife. The defendant prepared a settlement agreement that included terms keeping the settlement confidential, specifically from his son Larry. The defendant told Sullivan that he could come in and sign the settlement documents, but that his wife would also have to come in with him to sign the check.

6. The defendant scheduled a meeting with Sullivan for November 16, 2015, but his wife did not come to the office with him. He advised the defendant that she was not feeling well that day and could not come with him. He wanted to know if he could sign her name to the check for her. He had her Medicare card with him for identification. Sullivan signed the settlement document that he needed to sign but did not sign the settlement check at that time. See Exhibit F.

7. The defendant told Sullivan that he had to have his wife's signature on the check but not on the settlement documents. The defendant offered to meet him at his home and have his wife sign the check before he could give him a check for his share of the settlement proceeds. The defendant did not charge him any attorney fees so his check would be for a total of twenty thousand six hundred sixteen and 38/100 dollars (\$20,616.38) dollars after deducting the Medicare lien and the outstanding towing bill.

8. The defendant also advised Sullivan that it would take the settlement check a few days to clear the bank once the defendant deposited it. He told Sullivan that he could go ahead and deposit his check, but that he would not be able to withdraw any funds from his account until the insurance check had cleared. He told him that he would have to wait a few days before the funds were available to be withdrawn from his bank.

9. Sullivan advised the defendant that it would be more convenient for him to go home to get his wife rather than have the defendant follow him to his home to get her signature on the check. They agreed that Sullivan would pick her up and they would meet at a location that was more convenient to him than returning downtown to the BB&T building. They had met at the Whole Foods on other occasions in order to avoid Sullivan the inconvenience of driving downtown to the defendant's office in the BB&T building. They agreed to meet there again.

10. The defendant was waiting at the Whole Foods when he saw Sullivan drive into the parking lot. A woman that the defendant believed to be his wife was sitting in the front passenger seat of his vehicle. The defendant walked over and handed Sullivan the settlement check from Metropolitan Life Insurance Company. The woman that the defendant believed to be Sullivan's wife showed him her Medicare card for identification.

11. The defendant was standing by the drivers door of the car. Sullivan took the check and subsequently handed it back to the defendant with both his and his wife's signatures on it. The defendant then handed him a check for his share of the settlement proceeds. This was the same day that Sullivan had earlier signed the settlement document.

12. The defendant then received a call from Sullivan shortly after he left the Whole Foods parking lot that same day. Sullivan advised the defendant that he was at the BB&T and that they would not cash his check for him. The defendant told him that he had not even deposited the insurance settlement check yet, and he would have to deposit his check and wait for the insurance check to clear BB&T before the settlement funds were available to him. Sullivan told the defendant that he needed cash immediately rather than waiting for the check to clear.

13. Sullivan asked if the defendant would cash his check for him. The defendant had enough cash available to do so. The defendant told Sullivan that he would be willing to cash his check for him but that he could not do so until the following day. He needed to revise the settlement agreement if he was going to cash the check for Sullivan. They agreed to meet at the Whole Foods again the following morning.

14. The defendant prepared a revised settlement agreement and a receipt to indicate that Sullivan was receiving a cash settlement rather than a check. Sullivan signed the revised settlement agreement and the receipt the following day on November 17, 2015 at the Whole Foods. See Exhibits G and H. The defendant handed the cash to Sullivan and asked him if he wanted to count it. Sullivan said that he did not. Sullivan accepted cash in the amount of twenty thousand six hundred sixteen and 38/100 dollars (\$20,616.38) and left.

15. Sullivan later called the defendant and told him that his son Larry wanted to know why he had met with the defendant. His son Larry wanted to know if he had received any money from his claim because he needed to borrow some

money from him. The defendant next heard from Sullivan when he called him in June 2016. Sullivan asked the defendant if his son Larry had called him about his insurance claim. The defendant told Sullivan that Larry had not called him. Sullivan reminded the defendant that if his son Larry called and asked him any questions that he should tell him that the claim was still pending. The defendant never heard anything from his son Larry about the settlement.

16. The defendant next heard from Robin Casey several weeks later. She indicated that she was Sullivan's daughter. She wanted information about his settlement, but did not have authority from Sullivan to receive any information. The defendant concluded that when he heard from her that she and her brother Larry were attempting to get Sullivan's money from him if he had indeed received any.

17. Sullivan then called the defendant and asked if he had heard anything from his daughter Robin Casey and he told him that she had called. Sullivan told the defendant that he should not discuss his settlement with her. Sullivan told the defendant that she planned to check the court records to determine whether his claim was still pending.

PART VI

EXTORTION

1. Robin Casey later provided the defendant with a Power of Attorney from Sullivan indicating that the defendant could discuss his claim with her. It was apparent that she had coerced Sullivan into signing the Power of Attorney. The defendant agreed to meet with both of them. Robin Casey expressed that she wanted any money that Sullivan had received from his claim. She indicated that she was always the one who handled his money.

2. Sullivan clearly wanted to avoid sharing his settlement proceeds with his adult children. He had explicitly prohibited the defendant from disclosing any information to his son Larry in his confidential settlement agreement because he was concerned that his son Larry would want some or all of the proceeds. Sullivan later directed the defendant not to discuss his settlement with his daughter Robin Casey when she started inquiring as to whether he had received any money.

3. Sullivan wanted to keep the money that he had received from his settlement, but he knew that he would have to fight with his adult children to keep

it if they found out that he had it. His daughter finally coerced him into giving her authority to discuss his case with the defendant. Sullivan then denied having received his settlement in order that he could keep it. He did so because his daughter Robin Casey was with him and insisted that the defendant pay her the settlement proceeds.

4. It has become apparent that it was because of the greed of his adult children that Sullivan wanted to receive his settlement in cash rather than in the form of a check. He wanted to conceal the cash settlement from his adult children. He could not have concealed from them the receipt of a settlement check that he had deposited into his bank account.

5. It is equally apparent that Sullivan had become accustomed to receiving cash when he delivered marijuana for Cooley and when he acted as a confidential informant for the defendant while he was investigating "The Mummy Murders" when he was an SBI agent. Sullivan had learned that cash can be hidden and that if a check can be converted into cash at the bank that it can also be hidden. He had also learned that it would be more difficult to hide a bank deposit from his adult children who were trying to get his settlement proceeds from him than it would to hide cash that he had received.

6. It is also apparent that Sullivan's daughter Robin Casey is attempting to get the settlement proceeds that her father Sullivan received in his settlement. She has attempted unsuccessfully to extort it from the defendant, and she is now attempting to extort it from either the defendant or the Client Security Fund of the North Carolina State Bar. Sullivan's daughter Robin Casey is the impetus behind attempting to extort money from whomever will pay her since both her father and the defendant have refused to do so. It is Robin Casey and not her father who is behind this extortion attempt.

7. Sullivan has received his settlement proceeds in cash. The defendant waived any attorney fees to which he was entitled in order to help Sullivan receive the amount of the settlement proceeds that he wanted to receive. Sullivan signed a release, confidential settlement agreement, and receipt for the cash that he received. Sullivan wanted to conceal his settlement from his adult children because he knew that they would want to get it from him if they found out that he had it.

SECOND DEFENSE

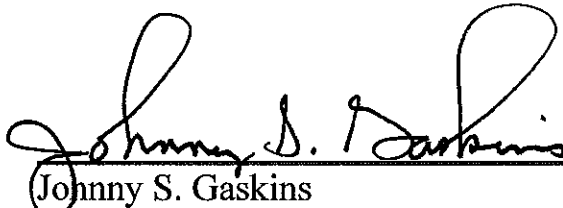
The defendant further responds to the allegations of the complaint as follows:

1. The allegations of paragraphs 1 through 6 of the complaint are admitted.
2. The allegations of paragraphs 7 through 23 and subparagraphs (a) through (e) of the complaint are denied. The paragraphs contained in Parts I through VI of the First Affirmative Defense that are set forth above are hereby incorporated by reference as if set out fully herein.

WHEREFORE, the defendant respectfully requests that the plaintiff be denied any relief requested in its complaint.

This 21 day of August 2017.

GASKINS LAW FIRM



Johnny S. Gaskins

N.C. State Bar No: 8771

1108 Hobson Court

Raleigh, North Carolina 27607

Telephone: (919) 834-6002

Facsimile: (919) 834-3400

E-Mail: OnSeaward@aol.com

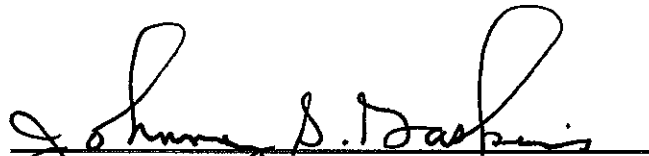
CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on the attorney identified below by delivering a copy to her by leaving a copy at her office at the following address:

Lenora Bailey Hodge
Deputy Counsel
The North Carolina State Bar
P.O. Box 25908
217 E. Edenton Street
Raleigh, North Carolina 27601

This 21 day of August 2017.

GASKINS LAW FIRM

A handwritten signature in black ink, appearing to read "Johnny S. Gaskins", is written over a horizontal line.

Johnny S. Gaskins
N.C. State Bar No: 8771
1108 Hobson Court
Raleigh, North Carolina 27607
Telephone: (919) 834-6002
Facsimile: (919) 834-3400
E-Mail: OnSeaward@aol.com

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DEFENDANT'S
EXHIBIT

A



File # 81 CRS 1055

Film # _____

In The General Court of Justice
Superior Court Division_____
Session, 19____

STATE OF NORTH CAROLINA

County of Wake

The State of North Carolina

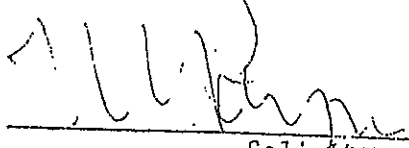
vs.

INDICTMENT - MURDER

Bobby Lee Mills

Defendant

THE JURORS FOR THE STATE UPON THEIR OATH DO PRESENT, That _____

Bobby Lee Millslate of the County of Wake on the 11 day of January1973, with force and arms, at and in the said County, feloniously, wilfully, and
of his malice aforethought, did kill and murder Michael Allen Collinscontrary to the form of the statute in such case made and provided, and against the
peace and dignity of the State.
Solicitor

WITNESSES:

J. C. Holder, RPD XThose marked X sworn by the undersigned foreman, and examined before theGrand Jury, and this bill found to be A True Bill. Twelve or more grand
jurors concur in these findings. This the 11 day of November, 1981.B.C. Singleton
Foreman Grand Jury

File # 81 CRS 1056

Film # _____

STATE OF NORTH CAROLINA
County of WakeIn The General Court of Justice
Superior Court Division_____
Session, 19____

The State of North Carolina

vs.

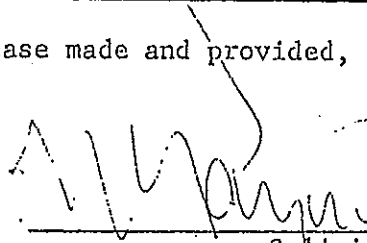
INDICTMENT - MURDER

Bobby Lee Mills
Defendant

THE JURORS FOR THE STATE UPON THEIR OATH DO PRESENT, That _____

Bobby Lee Mills

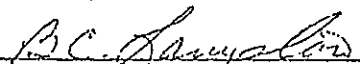
late of the County of Wake on the 11 day of January
19 73, with force and arms, at and in the said County, feloniously, wilfully, and
of his malice aforethought, did kill and murder Grover Shepard Broadwell
contrary to the form of the statute in such case made and provided, and against the
peace and dignity of the State.



Solicitor

WITNESSES:

J. C. Holder, RPD ✓

_____Those marked X sworn by the undersigned foreman, and examined before theGrand Jury, and this bill found to be A True Bill. Twelve or more grand
jurors concur in these findings. This the 11 day of November, 1981.

Foreman Grand Jury

File # 81 CRS 1057

Film #

STATE OF NORTH CAROLINA

County of WakeIn The General Court of Justice
Superior Court Division

Session, 19

The State of North Carolina

vs.

INDICTMENT - MURDER

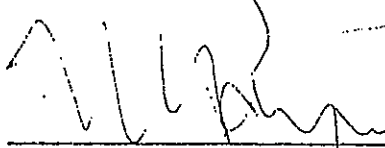
Bobby Lee Mills

Defendant

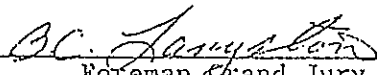
THE JURORS FOR THE STATE UPON THEIR OATH DO PRESENT, That

Bobby Lee Mills

late of the County of Wake on the 11 day of January
1973, with force and arms, at and in the said County, feloniously, wilfully, and
of his malice aforethought, did kill and murder Della Francis Murray
contrary to the form of the statute in such case made and provided, and against the
peace and dignity of the State.


Solicitor

WITNESSES:

J. C. Holder, RPD XThose marked X sworn by the undersigned foreman, and examined before theGrand Jury, and this bill found to be A True Bill. Twelve or more grand
jurors concur in these findings. This the 9 day of November, 1981.

Foreman Grand Jury

Session, 19

STATE OF NORTH CAROLINA
County of Wake

e State of North Carolina

VS.

INDICTMENT - CONSPIRACY

Bobby Lee Mills
Defendant

THE GRAND JURORS FOR THE STATE UPON THEIR OATH PRESENT, That _____
 Bobby Lee Mills, Claude Vance Cooley, Ernest Lee Linton _____ and others,
 te of the County of Wake, between _____ on /the ^{or about} 1st day of December, 1972 and 11
73, with force and arms, at and in the County aforesaid, did unlawfully, wilfully,
 d feloniously agree, plan, combine, conspire and confederate, each with the other,
 unlawfully, wilfully, and feloniously, and with malice aforethought kill and
murder Michael Allen Collins

against the form of the statute in such case made and provided and against the peace and dignity of the State.

Solicitor

WITNESSES:

C. Holder, RPD X

Those marked X sworn by the undersigned foreman, and examined before the
nd Jury, and this bill found Not Guilty A True Bill. Twelve or more grand
urors concur in these findings. This the 6 day of November, 1981.

Foreman Grand Jury

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FILE # 81 CRS 1055

FILM # _____

In the General Court of Justice
Superior Court Division

STATE OF NORTH CAROLINA

VS

V E R D I C T

BOBBY LEE MILLS

We, the twelve (12) members of the jury unanimously find the defendant:

✓ 1. Guilty of Murder in the First Degree of Michael Allen
Collins,

or

_____ 2. Not Guilty.

This the 16 day of March, 1982.Robert A. Van DudenForeman of the Jury
(MUST BE SIGNED)NOTE: PLEASE PLACE A CHECK MARK IN THE BLANK SPACE TO THE LEFT OF YOUR
VERDICT.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FILE # 81 CRS 1056

FILM # _____

In the General Court of Justice
Superior Court Division

STATE OF NORTH CAROLINA

VS.

V E R D I C T

BOBBY LEE MILLS

We, the twelve (12) members of the jury unanimously find the defendant:

✓ 1. Guilty of Murder in the First Degree of Grover Shepard
Broadwell,

or

 2. Not Guilty.

This the 16 day of March , 1982.

Robert A. Van Orden

Foreman of the Jury

(MUST BE SIGNED)

NOTE: PLEASE PLACE A CHECK MARK IN THE BLANK SPACE TO THE LEFT OF YOUR VERDICT.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FILE # 81 CRS 1057
FILM # _____

In the General Court of Justice
Superior Court Division

STATE OF NORTH CAROLINA

VS.

V E R D I C T

BOBBY LEE MILLS

We, the twelve (12) members of the jury unanimously find the defendant:

✓ 1. Guilty of Murder in the First Degree of Della Francis
Murray,

or

 2. Not Guilty.

This the 16 day of March, 1982.

Robert H. Allen

Foreman of the Jury
(MUST BE SIGNED)

NOTE: PLEASE PLACE A CHECK MARK IN THE BLANK SPACE TO THE LEFT OF YOUR
VERDICT.

EXHIBIT 34

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FILE # 81 CRS 68131

FILM # _____

In the General Court of Justice
Superior Court Division

STATE OF NORTH CAROLINA

VS

V E R D I C T

BOBBY LEE MILLS

We, the twelve (12) members of the jury unanimously find the defendant:

✓ 1. Guilty of Conspiracy to commit Murder in the First Degree
of Michael Allen Collins,

or

 2. Not Guilty.

This the 16 day of March, 1982.

Robert Q. W. Osborn

FOREMAN OF THE JURY
(MUST BE SIGNED)

NOTE: PLEASE PLACE A CHECK MARK IN THE BLANK SPACE TO THE LEFT OF YOUR
VERDICT.

STATE OF NORTH CAROLINA

County of WakeFile # 80-CRS-17005

Film # _____

The State of North Carolina

vs.

In The General Court of Justice
Superior Court DivisionEarnest L. Linton

Defendant

INDICTMENT

THE JURORS FOR THE STATE UPON THEIR OATH PRESENT that on or about the 25th
day of January, 19 80, in Wake County
Earnest L. Linton

unlawfully and wilfully did feloniously have and possess assorted country western clothing, the personal property of Country View Western Wear, valued at \$14,000.00, knowing and having reasonable grounds to believe the property to have been feloniously stolen, taken and carried away.

Linda C. Mahley
Assistant District Attorney

WITNESSES:

R.L. Johnson, WSD ✓

The witnesses marked "X" were sworn by the undersigned foreman and examined before the grand jury, and this bill was found to be ☒ a true bill by twelve or more grand jurors ☐ not a true bill. Twelve or more Grand Jurors concur in the finding.

This 4 day of 14, 19 80.

Robert H. Davis
Grand Jury Foreman

STATE OF NORTH CAROLINA

COUNTY OF WAKEIN THE GENERAL COURT OF JUSTICE
Superior COURT DIVISION
FILE NO. 80-17005

STATE OF NORTH CAROLINA

vs.

EARNEST LINTON

Defendant

NOTICE OF LIMITED
REPRESENTATIONStipulation of Readiness for trial
and Entry of Plea

The undersigned attorney hereby gives notice pursuant to
G.S. 15A-141(3) that he represents the defendant for the following
limited purposes only:

- (a) First Appearance before District Court Judge
- (b) Pretrial Release Proceedings
- (c) Probable Cause Hearing
- (d) Motion for Continuance
- (e) Trial - District Court
- (f) Arraignment
- (g) Motion for
- XX (h) Trial - Superior Court
- XX (i) Other (Specify) defendant enters a plea of not guilty
waives formal arraignment

This the 1st day of August, 19 80

DeMENT, REDWINE, YEARGAN & ASKEW

By: John D. Haskins

Attorney for the Defendant
Suite 1513 Branch Bank Building
Post Office Box 711
Raleigh, North Carolina 27602
Telephone: (919) 833-5555

STATE OF NORTH CAROLINA

In The General Court of Justice
☐ District ☒ Superior Court Division

Wake County

on 5/17/83
 at Clean Up
 Cal margin #6

File No.

80CRS17005

EXHIBIT

File No.

83-120,21

STATE VERSUS

Defendant

Earnest L Linton

DISMISSAL NOTICE OF
 REINSTATEMENT

G.S. 15A-302(e); 931.932

Offense

poss. stolen goods

☒ DISMISSAL

The undersigned prosecutor enters a dismissal to the above charge(s) and assigns the following reasons:

☐ No crime is charged.

☐ There is insufficient evidence to warrant prosecution for the following reasons:

☐ Defendant has agreed to plead guilty to the following charges:

In exchange for a dismissal of the following charges:

☒ Other (specify)

Should have been dismissed 3 yrs ago.
 Speedy Trial has run -

☐ DISMISSAL WITH LEAVE

The undersigned prosecutor enters a dismissal with leave to the above charges for the reasons that the defendant failed to appear for a criminal proceeding at which his attendance was required, and the prosecutor believes that the defendant cannot be readily found. A jury has not been impanelled nor has evidence been introduced.

NOTE: This form must be completed and signed by the Prosecutor when the dismissal occurs out of court. The better practice is for the Prosecutor to complete and sign the form when the charges are orally dismissed in open court.

Date

7-13-83

Signature of Prosecutor

[Signature]

EXHIBIT F

SETTLEMENT STATEMENT

I, Robert M. Sullivan, Jr., agree to settle all claims against Esther Dahye Park, Young Mi Park, and Metropolitan Life Insurance for the sum of twenty-three thousand dollars (\$23,000.00). I agree that this sum will be distributed as follows:

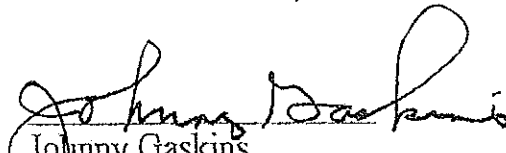
1. Total Settlement	\$23,000.00
2. Medicare	\$2,148.62
3. Ronnie White Tire & Wrecker:	\$235.00
Balance to Client:	\$20,613.38

The terms of this agreement shall remain confidential and may not be disclosed to my son Larry Wayne Sullivan under any circumstances.

This 16th day of November, 2015.



Robert M. Sullivan, Jr.



Johnny Gaskins
Attorney for the Plaintiff

EXHIBIT 6

SETTLEMENT STATEMENT

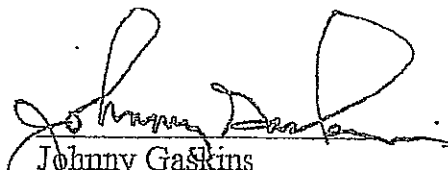
I, Robert M. Sullivan, Jr., agree to settle all claims against Esther Dahye Park, Young Mi Park, and Metropolitan Life Insurance for the sum of twenty-three thousand dollars (\$23,000.00). I agree that this sum will be distributed as follows:

1. Total Settlement	\$23,000.00
2. Medicare	\$2,148.62
3. Ronnie White Tire & Wrecker:	\$235.00
Balance to Client:	\$20,613.38

I acknowledge the receipt of the above referenced sum in cash payment. The terms of this agreement shall remain confidential and may not be disclosed to my son Larry Wayne Sullivan under any circumstances.

This 17 day of November, 2015.


Robert M. Sullivan, Jr.


Johnny Gaskins
Attorney for the Plaintiff

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

ROBERT M. SULLIVAN, JR.,
Plaintiff

V.

ESTHER DAHYE PARK AND
YOUNG MI PARK,
Defendants


RECEIPT

I Robert M. Sullivan, Jr. hereby acknowledge receipt of the sum of twenty thousand six hundred sixteen and 38/100 dollars (\$20,616.38) in cash as my share of the settlement of the above referenced matter. This settlement shall remain confidential and may not under any circumstances be disclosed to my son Larry Wayne Sullivan.

This 17 day of November 2015.

Robert M. Sullivan, Jr.

GASKINS LAW FIRM


Johnny Gaskins
Attorney for the Plaintiff